



City of Norfolk

NOTICE

To All Private Enterprises

The City of Norfolk is seeking proposals and prices from a qualified professional which can provide a humane, economic and lasting turnkey solution to prevent birds from roosting on the City of Norfolk City Hall building which is located at 810 Union Street, Norfolk, VA 23510. Offerors are requested to establish rates to furnish all labor, equipment, permits and fees to provide the requested services for the City of Norfolk, on an as needed basis.

The City invites all persons or firms to respond to the Request for Proposals ("IRFP") 4549-0-2014/WT by submitting a proposal consistent with the terms and conditions of this solicitation.

A site visit will be held: June 24, 2014 at 1:00pm which will start at the Security Desk at the north end of City Hall. Please email Wendy Turner at wendy.turner@norfolk.gov to state you will be going on the site visit.

IRFP Closing Date and Time: June 26, 2014 at 2:00pm EST

Informal Request for Proposal “IRFP” 4549-0-2014/WT

Bird Control Solution for City Hall – Division of Facility Maintenance

Buyer: Wendy Turner

V: 757-664-4021

F: 757-664-4018

wendy.turner@norfolk.gov

Issued: June 20, 2014

IRFP CLOSING DATE AND TIME: June 26, 2014 at 2:00pm EST

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent: _____
Signature Type or Print Name

Email Address Telephone Number Fax Number

Company Name

Company FEI/FIN#

IRFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this IRFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened. Proposal shall be delivered to: **Office of the Purchasing Agent (“Issuing Office”)**

232 E. Main Street, Suite 250

Norfolk, Virginia 23510

IRFP 4549-0-2014/WT, Bird Control Solution for City Hall

TABLE OF CONTENTS

SECTION I - GENERAL	4
A. PURPOSE, BACKGROUND, AND GENERAL SCOPE OF SERVICES	4
SECTION II - INSTRUCTIONS TO THE OFFEROR	7
A. ISSUING OFFICE	7
B. CONTRACT ADMINISTRATOR	7
C. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:	7
E. OFFERORS OF RECORD:	7
F. QUESTIONS AND ADDENDA	7
G. CHANGES OR MODIFICATIONS:	8
H. IRFP CLOSING:	8
I. PROPOSAL SUBMITTAL REQUIREMENTS:	8
J. EVALUATION OF PROPOSALS:	9
K. PRESENTATION/DEMONSTRATION:	9
L. PREPARATION OF PROPOSALS:	9
P. AWARD:	12
Q. DISPOSITION OF PROPOSALS:	12
R. DISCLOSURE:	12
S. COST INCURRED IN RESPONDING:	12
T. PRIME CONTRACTOR RESPONSIBILITY:	12
U. SUBCONTRACTORS:	13
V. GOVERNING LAW AND VENUE:	13
W. ANTI-COLLUSION:	13
X. ETHICS IN PUBLIC CONTRACTING:	13
Y. NONDISCRIMINATION:	13
Z. DEBARMENT CERTIFICATION:	13
WT. INSURANCE REQUIREMENTS:	13
BB. HOLD HARMLESS AGREEMENT:	14
CC. TERMINATION:	14
DD. COMPLIANCE WITH FEDERAL IMMIGRATION LAW:	14
EE. COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:	14
FF. USING ENTITIES FOR COOPERATIVE PURCHASING:	14
GG. Equal Opportunity Business Development:	15
HH. SUBCONTRACTING OPPORTUNITIES FOR SMALL, WOMEN OWNED, MINORITY BUSINESS ENTERPRISES AND DISABLED VETERANS	15
II. SOLICITATION:	16
JJ. DEFAULT:	16
KK. DRUG FREE WORKPLACE	16
LL. NORFOLK BUSINESSES	16
Attachment A: Anti-Collusion Statement	17
Attachment B: Ethics in Public Contracting	18
Attachment C: Nondiscrimination	20
Attachment D: Debarment Certification	21
Attachment E: Compliance with Federal Immigration Law	22
Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia	23

SECTION I - GENERAL

A. Purpose, Background, and General Scope of Services

1. Purpose:

To provide a humane, economic and lasting turnkey solution to prevent birds from roosting on the City of Norfolk City Hall building which is located at 810 Union Street, Norfolk, VA 23510. Offerors are requested to establish rates to furnish all labor, equipment, permits and fees to provide the requested services for the City of Norfolk, on an as needed basis.

2. Scope of Service:

The following provides the specifications and requirements, for which, the Offerors are to use in developing their proposals:

Offeror must be a licensed contractor engaged in the bird control industry with a class A or B business license.

The Offeror will submit with his bid, evidence of documented contracts to provide bird control services. The Offeror will provide the name and address of at least five customers with whom the bidder has documented contracts, for reference. References shall contain Company name, address and contact person with telephone number.

Submission of bid shall imply that the Offerors have examined the City Hall building site and have satisfied themselves as to existing and probable conditions under which they will be obligated to perform work. For inspection of the facilities contact the individual listed above as the point of contact.

Offerors shall be responsible that their employees follow all security procedures while working in the City Hall building.

The contractor shall supply all labor, material, equipment and services incidental to the accomplishment of the work.

All costs for vehicles; hand tools customarily employed in the specified disciplines and trades; ladders, scaffolding and/or lift equipment to enable work on bird control solutions are to be included in the proposal.

For the purpose of this contract, work must be performed according to the schedule approved by the Facility Maintenance Division and shall not interfere with building operations. The current center hours are as follows:

Offerors shall provide a supervisor who shall be responsible for the performance of the work. The name of this person and an alternate or alternates, who shall act for the Offeror when the supervisor is absent, shall be designated in writing.

All work shall be performed in a neat and professional manner that reflects quality workmanship

in accordance with standard trade practices and safety procedures.

The City reserves the right to order the removal of any employee from the City Hall building for reasonable cause. Reasonable cause shall be at the discretion of the City Representative.

Offerors shall maintain a clean work site. At the completion of each day's work, all debris and trash from the work site shall be removed. Material removal/disposal shall be at no cost to the City of Norfolk. Offerors shall not use any City trash containers for disposing of debris of any kind.

Offerors shall furnish all signs, cones, barricades, tape or other barriers as necessary at the work site to protect people from harm or injury.

The City of Norfolk will not be responsible for any of Offeror's tools, equipment or materials lost or damaged during the performance of this project.

Offerors shall protect all completed or partially completed areas from damage until the City accepts all the work. The finished project shall not be accepted or paid for until inspected area is accepted by an authorized representative of the City. Offeror is responsible for any damages to City property and/or associated structures. Any damages shall be repaired at the Offeror's expense to the satisfaction of the City.

Any materials provided under the contract that is or becomes defective during the manufacturer's warranty period shall be corrected or replaced to the satisfaction of the city agency requesting service.

Offerors shall take every precaution at all times for the protection of persons and property, including City and City employee's personal property if in the work area. Offerors shall, at all times, enforce strict discipline and good order among the workers on the project and shall not employ any unfit person or anyone not skilled in the work assigned to him/her.

Offerors will maintain Material Safety Data Sheets (MSDS) in compliance with OSHA requirements for all products used.

OSHA (Occupational Health and Safety Administration) compliance. The Offeror must comply with OSHA standards 29 cfr 1910 as general industry employers. Construction contractors must comply with the construction OSHA standards 29 cfr 1926.

It will be the Offeror's responsibility to obtain all permits and inspections that may be required on assigned work. All work must be in compliance with all applicable national and local quality and safety codes, whether or not permits are required. All work not meeting code must be reinstalled by the Offeror at no cost to the City. This is to include Offeror obtaining a welding permit through the city of Norfolk Fire Department as required.

Work will be judged for quality from the aspects of function ability, durability, and aesthetics as appropriate. The City of Norfolk will remain the sole judge of the acceptability of all work performed. The Offeror at no cost to the City will redo any work deemed not acceptable until an acceptable level of work is achieved. All work shall be conducted using only the best commercial

and workman like practices and only materials of the highest quality shall be used in the execution of this contract.

Offerors shall not employ any person who is an employee of the City of Norfolk if employing that person would create a conflict of interest or the appearance of a conflict of interest. Additionally, the Offeror shall not employee any person who is an employee of the City of Norfolk unless such person seeks and receives prior approval in compliance with City policy relative to off-duty employment.

In case of failure to furnish services in accordance with the contract terms and conditions, the City may procure the required services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies the City may have.

This RFP does not obligate the City to issue a contract to provide bird control services. The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, extend, or cancel this Request For Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.

The City reserves the right to request and obtain additional information from the Offeror, investigate the qualifications, character, financial status, and record of the Offeror, and to determine the sufficiency of experience and qualifications of all Offerors and to select the Offeror with which it desires to negotiate the final scope of services.

The City is not liable for any costs incurred by Offerors prior to issuance of an agreement. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Offeror in responding to the IRFP are entirely the responsibility of the Offeror, and shall not be reimbursed in any manner by the City.

No materials, labor or equipment will be furnished by the City.

The City reserves the right to obtain written or oral clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of an Offeror to respond to such a request for additional information or clarification may result in rejection of the proposal.

Offerors must independently evaluate the information in this IRFP and any conflicts, errors, ambiguities or discrepancies that a proposer has discovered in the IRFP or between referenced documents should be communicated to the City promptly and no later than June 26, 2014 at 2pm EST.

The City has used its best efforts to ensure the accuracy of the information as set forth in the IRFP and its referenced exhibits. However, the City makes no guarantee of data accuracy and shall not be liable for any inaccuracies contained therein.

The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified Offeror in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.

If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.

The City reserves the right to obtain written or oral clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of an Offeror to respond to such a request for additional information or clarification may result in rejection of the proposal.

SECTION II - INSTRUCTIONS TO THE OFFEROR

A. Issuing Office:

City of Norfolk
Office of the Purchasing Agent
Attn: Wendy Turner
232 Main Street, Suite 250
Norfolk, VA 23435
Telephone: (757) 664-4021
Fax: (757) 664-4018
wendy.turner@norfolk.gov

B. Contract Administrator:

Butch Inman, Contract Administrator,
Division of Facility Maintenance,
2840 Dana Street, Norfolk, Virginia 23509
(757) 823-4532
Fax (757) 441-2206
E-mail ray.inman@norfolk.gov.

C. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this IRFP or any subject related to this IRFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

D. Offerors of Record:

Offerors receiving a copy of this IRFP from a source other than the Issuing Office via www.DemandStar.com must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the IRFP Item Number. Offeror will be added to the DemandStar Planholders' list and will receive notification of any addenda to the IRFP.

E. Questions and Addenda:

Contractors shall carefully examine this IRFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this IRFP. Questions should be

addressed to the Purchasing Agent. If the answer materially affects the IRFP, the information will be incorporated into an addendum and posted on www.demandstar.com. This IRFP and any Addenda shall be incorporated, by reference, into any resulting contract. Offeror is responsible for checking the DemandStar web site or contacting the Issuing Office within 48 hours prior to the proposal closing to secure any Addenda issued as part of this IRFP.

The deadline for submitting questions under this IRFP is **12:00pm EST, June 25, 2014**. Oral comments and/or instructions do not form a part of this IRFP. Fax and e-mail are for questions only. Proposals submitted via fax or e-mail will not be accepted.

F. Changes or Modifications:

Changes or modifications to this IRFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this IRFP. Oral communications are not a part of the IRFP or Proposal documents. This IRFP and any addenda shall be incorporated, by reference, into any resulting contract.

G. IRFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this IRFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request for Proposals.

H. Proposal Submittal Requirements:

1. Each Proposal shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this IRFP, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/TIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - b. Pricing Schedule;
 - c. Attachments A – F
2. Proposals must be submitted utilizing the following requirements:
 - a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/mailling packaging as well as the outside of your envelope or package with the IRFP number, date and time of the IRFP closing, and the Offeror's name and address. **Proposals received by telephone, facsimile, or any other means of electronic transfer shall not be accepted.**
 - b. Submit the original and two (2) copies of the proposal with a separate copy on electronic media. The original must be marked "Original".
 - c. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.
 - d. Proposals must include all elements noted in the "Preparation of Proposals" section below.
 - e. Include a statement setting forth the basis for protection of all proprietary information, if any.
 - f. Proposals are to be organized in the following tabs:
 - Tab 1 – Executive Summary
 - Tab 2 – Experience
 - Tab 3 – Services to be provided

- Tab 4 – Capabilities and Skills (to include Offeror’s available resources to perform the work required)
- Tab 5 – Prices/Fees
- Tab 6 – Exceptions
- Tab 7 – Proposed alternatives to City requirements

I. Evaluation of Proposals:

1. After the proposals are opened and initially evaluated, the City will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors’ responses to the information requested in this IRFP.
2. The proposals will be evaluated by the City to ascertain which proposals address all requirement of the IRFP. Proposals determined to be technically non-responsive, or not as responsive as other proposals, are subject to elimination at this point. Once the qualified Offerors have been determined, the City may interview successful Offerors to clarify specific matters presented in the proposals. These discussions will allow the Offerors to elaborate on their proposals.
3. The following criteria will be used in the evaluation process:

CRITERIA

- a. Concept plan
 - b. Experience Providing Similar Services
 - c. Cost
4. Based on the initial evaluation, the City may request the successful offerors to make oral presentations. Thereafter, the City will conduct negotiations with each of the successful, short-listed, Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
 5. After negotiations are completed, the City will select the Offeror(s) who, in City’s opinion, has made the proposal that is most advantageous to the City and shall award the contract(s) to that Offeror (referred to in this IRFP as the Successful Offeror). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
 6. The City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

J. Presentation/Demonstration:

If in the City’s opinion, Offeror presentations or demonstrations of the Offerors’ proposal are warranted, the City will notify the appropriate Offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and Offeror and will be at the Offeror’s expense.

K. Preparation of Proposals:

1. In presenting their proposals, Offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the IRFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this IRFP.

To facilitate the City’s evaluation of the proposals, Offeror should number all pages of its proposal and provide tabs as indicated above. **Each proposal must fully address each of the following items and submit proposals using the following format:**

a. Project Approach: In narrative form, the Offeror will describe its approach to fulfilling the needs of the City for Bird Control Solutions for City Hall. Include any demonstrated experience in the private sector, municipalities, and other jurisdictions. Describe in detail the technical plan for accomplishing the work and the services that will be provided. Include timeframes from beginning to completion, the resource requirements you anticipate from the City staff, and equipment and other capabilities possessed by the offering firm. Include proposed levels of inventory, accessibility to inventory at remote locations, response time, computer system description, implementation plan, and any other information that impacts the offering firm's ability to provide the services. Project Approach should be no longer than 25 pages.

b. Experience: Provide a concise description of all work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:

- i. Offeror's established experience record in providing comparable services to organizations similar to the City.
- ii. Number and types of customers the Offeror has served with comparable services.
- iii. Number of years Offeror has been providing these types of services.
- iv. A **minimum** of three (3) current and previous clients for which Offeror has completed services comparable to those described in this IRFP. Include references for work performed in an environment comparable to the performance environment necessary under this resulting contract beginning with the most recent. For each reference, detail:
 - Name of firm;
 - Address of firm;
 - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
 - Number of years Offeror has served the client; and
 - Brief summary of scope of services provided.

c. Information detailing projects of similar scope Offeror is currently engaged in, including:

- Name of firm;
- Address of firm;
- Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
- Brief summary of scope of services being provided.

d. Capability and Skill: Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:

- i. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
- ii. Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
- iii. Qualifications and resumes of the employees who will be managing and performing the services under this contract.

- iv. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
 - Contact for prompt contract administration upon award of the contract;
 - Contact during the period of evaluation;
 - Authorized agent to accept any notices provided for in this contract.
 - v. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
 - vi. A detailed list of contractor licenses held, including license class and number and program licenses.
 - vii. If Offeror intends to subcontract any part of the work under the contract resulting from this IRFP, indicate services to be subcontracted and subcontractor(s) to provide said services.
- e. Other available documentation to verify Offeror's experience.

M. Services to be Provided:

Provide a detailed description of the services to be provided under the contract resulting from this IRFP. Said description is to address, at a minimum:

- a. An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.
- b. Best practice approaches to providing services to the City that enhance efficiency and effectiveness. Innovative solutions will be considered by the City.
- c. **EACH** of the *Specific Requirements* and *Scope of Work* specified in this IRFP.
- d. Detailed approach to how offeror's program/services will be provided, in accordance with the requirements, terms, and conditions of this IRFP.
- e. A detail of any assistance, equipment, or other items the Offeror will require the City to furnish under the contract resulting from this IRFP.
- f. A statement explaining why the Offeror's proposed solution would be the most advantageous to the City.

N. Price:

- a. Provide the method of charging and an estimated cost for the proposed services. The method of charging shall be provided in complete detail. Proposals must reference discounts from trade price lists and include a copy of any such list. BE SPECIFIC on how costs are calculated (i.e., include labor, administrative overhead, direct operating costs, etc.). The proposals shall include a base figure definition from which all discounts are calculated. Proposals shall also provide the mark-up for all costs associated with the parts operation (excluding direct costs). **NOTE:** The City does not allow a contract based on total costs, plus a percentage of costs. There is no minimum or maximum length

for this information; however, all pricing information should be bound in a separate volume and referenced appropriately.

- b. After negotiations and award of a contract, The pricing for the services provided under the resulting contract shall be a firm fixed-price during the term of the contract and any extensions and no other charges not specifically stated in the contract will be applicable.

O. Exceptions/Alternatives:

Detail any exceptions taken to the *Scope of Work* and *Terms and Conditions* sections of this IRFP. For each exception, specify the IRFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this IRFP, as described in the Exceptions/Alternatives section of this IRFP.

P. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the contractor(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in the IRFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. Offerors will submit proposals, in accordance with the IRFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the Offerors can propose with respect to both price and technical capability. The contents of the proposal of the successful offerors will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls or e-mails to offerors. The City may request offerors to conduct a presentation, using methods determined to be in the best interest of the City, if determined to be necessary by the City.

Q. Disposition of Proposals:

All materials submitted in response to this IRFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section I, I. "Disclosure."

R. Disclosure:

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractors must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

S. Cost Incurred In Responding:

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

T. Prime Contractor Responsibility:

Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this IRFP.

If the Offerors' proposal includes services provided by others, the successful Offeror(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IRFP.

U. Subcontractors:

Offeror's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least five (5) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

V. Governing Law and Venue:

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

W. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See Attachment A.

X. Ethics in Public Contracting:

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

Y. Nondiscrimination:

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

Z. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this IRFP must be executed and returned with proposal documents. See Attachment D.

AA. Insurance Requirements:

1. Contractor shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under this contract and no later than five (5) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to City of Norfolk.
3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia, 23510, as the additional insured for the specified project as outlined in this IRFP.

Insurance shall be maintained during the entire term of the resulting contract and any extensions and shall be of the following forms and limits:

FormsLimits

Workers' Compensation

Statutory

Automobile Liability

\$1,000,000 Combined Single Limit

Commercial General Liability,

\$1,000,000 Combined Single Limit

including Contractual Liability and Products and Completed Operations Coverage

Umbrella/Excess Liability

\$1,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the successful Offeror.

BB. Hold Harmless Agreement:

The contractor shall indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

CC. Termination:

The City may terminate the services requested herein upon thirty (30) days written notice to the successful contractor(s). In the event of breach, the City shall immediately rescind, revoke, or terminate any contract resulting from this IRFP. In the event of termination, all documents and other materials related to the performance of this work will become the property of the City of Norfolk.

DD. Compliance with Federal Immigration Law:

The contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

EE. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Contractor hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

FF. Using Entities for Cooperative Purchasing:

"The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the Contractor."

GG. Equal Opportunity Business Development:

It is the policy of the City to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the procurement activities within the Hampton Roads area. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All contractors are requested to include a statement in its proposal response indicating the planned use of such businesses in fulfilling any resulting contract.

Business Classification

Is your company a minority or woman owned business? Yes/No

If yes, please check the appropriate category:

Female

Male

☐ African American

☐ African American

☐ Hispanic

☐ Hispanic

☐ Asian American

☐ Asian American

☐ American Indian

☐ American Indian

☐ Eskimo

☐ Eskimo

☐ Aleut

☐ Aleut

☐ Caucasian

☐ Other

☐ Other

HH. Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans

All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

1. Proposed Name of your Subcontractor(s)
2. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies)

☐ African American (male)

☐ African American (female)

☐ Hispanic (male)

☐ Hispanic (female)

☐ Asian American (male)

☐ Asian American (female)

☐ American Indian (male)

☐ American Indian (female)

☐ Eskimo (male)

☐ Eskimo (female)

☐ Aleut (male)

☐ Aleut (female)

___ Other (male)

___ Caucasian (female)

___ Other (female)

3. Proposed Amount of Subcontracts: _____ (Please fill in)
4. Proposed Description of commodity (e.g., masonry, hauling, insulation)
5. Proposed Description of Project
6. Proposed Total value of awards to all subcontractors
7. Proposed Total Number of minority subcontracts awarded
8. If you do not propose the use of any subcontractors, please check here ___.

II. Solicitation:

The contractor will not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the Contractor comes into contact as a result of work under this procurement during the term of any resulting contract and for six (6) months thereafter.

JJ. Default:

In case of default by the successful offeror or if the successful offeror fails to deliver the supplies or services offered by the time specified, the City, after due process (verbal, or in writing) may procure them from other sources and hold the successful offeror responsible for any excess costs occasioned thereby. This remedy shall be in addition to any other remedies available to the City. ..

KK. Drug Free Workplace

The City is a drug-free workplace, and as a condition of continued service on the contract, any offeror personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

LL. Norfolk Businesses

It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in the Norfolk area and which employ Norfolk residents to compete for Norfolk contracts. Contractors are asked, as part of their submission, to declare its location and detail its employment of Norfolk residents.

Remaining page intentionally left blank.

Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____(name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a Offeror or offeror involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a Offeror or offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a Offeror or offeror.

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a offeror, offeror or sub-contractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror or offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror, PPEs or offeror.

Sec. 33.1-90. Gifts by Offerors, offerors, or subofferors (Virginia Code §2.2-4371).

No Offeror, offeror, or subofferor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No offeror or sub-contractor shall demand or receive from any of his suppliers or his sub-contractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No offeror or sub-contractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If a offeror or sub-contractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent offeror by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: _____

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Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or offeror.

Initial: _____

Remaining page intentionally left blank.

Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this IRFP. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

Attachment E: Compliance with Federal Immigration Law

1. **CERTIFICATION.**

The Offeror certifies, to the best of its knowledge and belief, that - The Offeror and/or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name)_____

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. **INSTRUCTIONS.**

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/ responsibility. Failure of the Offeror/ to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror/ non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

1. **CERTIFICATION.**

A. The Offeror (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Offeror by the State Corporation Commission:

B. Offeror/ that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

2. **INSTRUCTIONS.**

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____

Date: _____